

**IN THE UNITED STATES BANKRUPTCY COURT FOR  
THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
	)	
BIG LOTS, INC., et al. <sup>1</sup> ,	)	Case No. 24-11967 (JKS)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Response Deadline: February 19, 2025 at 4:00 PM</b>
	)	<b>Hearing Date: February 26, 2025 at 10:30 AM</b>

**OBJECTION OF EAST WEST IMPORT EXPORT, INC.’S TO MOTION OF DEBTORS  
FOR ENTRY OF AN ORDER (I) SETTING A BAR DATE FOR FILING PROOFS OF  
CLAIMS FOR PRE-CLOSING ADMINISTRATIVE EXPENSE CLAIMS AGAINST THE  
DEBTORS, (II) ESTABLISHING PRE-CLOSING ADMINISTRATIVE EXPENSE  
CLAIMS PROCEDURES, AND (III) GRANTING RELATED RELIEF, INCLUDING  
NOTICE AND FILING PROCEDURES**

NOW COMES East West Import Export, Inc. (“East West” or “Claimant”), by and through his undersigned counsel, and hereby objects to the *Motion of Debtors for Entry of an Order (I) Setting a Bar Date for Filing Proofs of Pre- Closing Administrative Expense Claims Against the Debtors, (II) Establishing Pre-Closing Administrative Expense Claims Procedures, and (III) Granting Related Relief, Including Notice and Filing Procedures* [DE 1962] (the “Motion”) filed by Big Lots, Inc. and each of its subsidiaries (collectively, the “Debtors”) in the above-captioned jointly administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”), and respectfully represents as follows:

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<sup>1</sup> The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin Granville Road, Columbus, OH 43081.

### **BACKGROUND**

1. East West is a vender and supplier of candles to the Debtors. East West and Debtors entered into a Critical Vendor Agreement (the “EW CV”) dated December 4, 2024 providing, *inter alia*, that Debtors would pay for post-petition goods provided by East West on 2% net thirty (30) days or net forty-five (45) days.
2. The EV CV provides that, “The agreed-upon amount of your prepetition claims (net of any setoffs, credits, or discounts) that the Company has agreed to pay in recognition of your critical vendor status, is \$45,000.00 (the “ **Vendor Settled Claim**”).
3. East West received purchase orders from Debtors before and after the Petition Date and fulfilled those orders post-petition in the ordinary course of business.
4. Debtors placed post-petition orders for goods from East West which were delivered but were not paid for by Debtors. East West is therefore a post-petition trade creditor of Debtors.
5. Post-petition East West delivered goods with a purchase price and value of no less than \$201,289.46 (the “Post-Petition Invoices”). Debtors proposed to pay \$45,000.00, approximately half of East West’s pre-petition administrative claim in the amount of \$91,440.28, which East West has agreed to. Therefore, the total amount of East West’s administrative claim is \$246,289.46, plus attorneys’ fees and interest thereon (“EW Administrative Claim”). East West filed a Proof of Claim in this case attaching a summary of the unpaid invoices owed by Debtors to East West on October 15<sup>th</sup>, 2024.

6. East West filed its East West Import Export, Inc's Motion for Allowance and Payment of Administrative Claim ("Motion for Allowance of Admin Claim") of on January 14<sup>th</sup>, 2025 at DE 1709.

### **OBJECTION**

7. East West objects to the Motion because it fails to provide a deadline by which the Debtors must object to administrative expense claims.
8. East West further objects to the Motion because there is nothing that prevents the Debtors from paying other administrative claims while East West's administrative claim, along with similarly situated administrative claims, is pending allowance. Administrative expense claims under §503(b) must be treated equally and ratably with all other administrative expense claims. See In re Lakeshore Constr. Co. of Wolfeboro, Inc., 2008 Bankr. LEXIS 1868.
9. The Motion fails to state when Debtors will pay administrative expense claims and whether such claims will be paid in full. The Motion states only that Debtors "Expect to be making *pro rata* payments to holders of pre-closing administrative expense claims..."
10. East West further objects to Debtors proposed amount of East West's administrative claim. East West filed its Motion for Allowance of Admin Claim in the amount of \$246,289.46. The Debtors list the amount as approximately \$200,949.08 in Exhibit B to Motion, the Pre-Closing Administrative Expense Claims Schedule, page 49 of 151. The Amount should be corrected and listed in the full amount of \$246,289.46.

**JOINDER AND RESERVATION OF RIGHTS**

11. East West hereby joins in and incorporates by reference any objection submitted by other administrative claimants and reserves all rights to supplement this objection accordingly.

**CONCLUSION**

**WHEREFORE**, East West respectfully request the Court (i) deny the relief sought in the Motion; (ii) enter an order sustaining the objection and providing an allowed claim in the correct claimed amount of \$246,289.46; and (iii) granting East West such other and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: February 19, 2025

/s/ Brian A Sullivan

Brian A. Sullivan

(DE Bar No. Bar #2098)

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